



Memorandum of Understanding Between MHSOAC and DMH

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING BETWEEN MENTAL HEALTH SERVICES OVERSIGHT AND ACCOUNTABILITY COMMISSION (MHSOAC) AND CALIFORNIA DEPARTMENT OF MENTAL HEALTH (DMH)

I. PURPOSE

This Memorandum of Understanding (MOU) is an agreement entered into between the Mental Health Services Oversight and Accountability Commission (MHSOAC), hereinafter referred to as MHSOAC, and the California Department of Mental Health (DMH), hereinafter referred to as DMH. The purpose of this MOU is to define the relationship between the MHSOAC and DMH as it relates to implementation of the Mental Health Services Act, hereinafter referred to as MHSa. Implementation of the MHSa is guided by the provisions of the MHSa and a Vision Statement and Guiding Principles, developed by DMH in partnership with Stakeholders that is consistent with the MHSa. It is understood, however, that MHSa implementation activities frequently require the careful collaboration between DMH and the MHSOAC. Most specifically, this MOU describes how DMH and MHSOAC intend to work together in areas of mutual responsibility. This MOU describes the actual strategy, procedure, or process by which this intent is operationalized.

BACKGROUND

The MHSOAC was created in November, 2004 with passage of California Proposition 63 (MHSa). Part 3.7 OVERSIGHT AND ACCOUNTABILITY 5845, (a) of the MHSa states the following:

The Mental Health Services Oversight and Accountability Commission is hereby established to oversee Part 3, the Adults and Older Adults Systems of Care Act; Part 3.1, Human Resources; Part 3.2 Innovative Programs; Part 3.6, Prevention and Early Intervention Programs; and Part 4, the Children's Mental Health Services Act.

The MHSa charges the MHSOAC with the following (Welfare and Institutions Code (WIC) Section 5845 (d)(4-7):

- (4) Employ all other appropriate strategies necessary or convenient to enable it to fully and adequately perform its duties and exercise the powers expressly granted, notwithstanding any authority expressly granted to any officer or employee of state government. Develop strategies to overcome stigma and accomplish all other Objectives of Parts 3.2, 3.6 and other provisions of the Act establishing this Commission.**
- (5) At any time, advise the Governor or the Legislature regarding actions the state may take to improve care and services for people with mental illness.**
- (6) If the Commission identifies a critical issue related to the performance of a county mental health program, it may refer the issue to the Department of Mental Health pursuant to Section 5655.**

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WIC Section 5846(a):

The Commission shall annually review and approve each county mental health program for expenditures pursuant to Parts 3.2 for Innovative Programs and Part 3.6 for Prevention and Early Intervention.

WIC Section 5846(c):

The Commission shall ensure that the perspective and participation of members and others suffering from severe mental illness and their family members is a significant factor in all of its decisions and recommendations.

Other relevant language in the MHSA regarding DMH and MHSOAC roles and responsibilities include the following:

WIC Section 5771.1:

The members of the Mental Health Services Oversight and Accountability Commission established pursuant to Section 5845 are members of the California Mental Health Planning Council. They serve in an ex officio capacity when the Council is performing its statutory duties pursuant to Section 5772.

WIC Section 5892(a)(4):

The statewide allocation for Prevention and Early Intervention may be increased whenever the Oversight and Accountability Commission determines that all counties are receiving all necessary funds for services to severely mentally ill persons and have established prudent reserves and there are additional revenues available in the Fund.

WIC Section 5892(i):

If there are still additional revenues available in the fund after the Oversight and Accountability Commission has determined there are prudent reserves and no unmet needs for any of the programs funded pursuant to this Section, including all purposes of the Prevention and Early Intervention Program, the Commission shall develop a plan for expenditures of such revenues to further the purposes of this Act and the Legislature may appropriate such funds for any purpose consistent with the Commission's adopted plan which furthers the purposes of this act.

WIC Section 5897(e):

Contracts awarded by the Department of Mental Health, the California Mental Health Planning Council, and the Mental Health Services Oversight and Accountability Commission pursuant to Parts 3, 3.1, 3.2, 3.6, 3.7, 4, and 4.5 may be awarded in the same manner in which contracts are awarded pursuant to Section 5814 and the provisions of subdivisions (g) and (h) of Section 5814 shall apply to such contracts.

Many of the areas of interaction between DMH and MHSOAC are not specifically described in the MHSA. What is outlined below constitutes a set of procedures and/or processes reflecting the intents of this MOU and the specified agreements between DMH and MHSOAC to effectuate implementation of the MHSA. The larger discussion regarding oversight and accountability roles in implementation of the MHSA as it relates to the four entities given primary implementation of the MHSA by statutory authority: Department of Mental Health, Mental Health Services Oversight and Accountability Commission, California Mental Health Directors Association, and the California Mental Health Planning Council, is contained in a separate, companion document.

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III. Intents and Agreements

A. Budget

Intent: MHSOAC develops, promotes, and supports its own process and content for budget change proposals (BCP's) with the Health and Human Services Agency (HHS), Department of Finance (DOF) and the Legislature. MHSOAC determines priorities for use of funds consistent with its approved budget and consistent with the MHS.

Procedures/Process: DMH informs MHSOAC of the timeframes for budget items including, but not limited to BCP's and provides the formats for the submission of items to be considered during the state budget process. MHSOAC develops its own process and content for development and review of budget change concepts (BCCs) consistent with MHSOAC policy and procedure and consistent with the MHS. MHSOAC shares its BCCs with DMH for purposes of coordination and information sharing. DMH shares its MHS BCCs with MHSOAC for the same purposes. Both MHSOAC and DMH reserve the right to seek input from the other entity regarding budget issues including, but not limited to BCP's and BCC's. Once MHSOAC has completed its budget items for formal submission and consideration in the budget process, MHSOAC submits these budget items to DMH budget staff for technical review and feedback. MHSOAC staff prepare and submit budget items to HHS, DOF and the Legislature. MHSOAC reserves the right to appeal HHS and DOF denials, and reserves the right to make its own blue pencil budget recommendations to the Governor. DMH shares information regarding legislative hearings with MHSOAC.

MHSOAC sets the statewide budget amounts for PEI and INN. MHSOAC, DMH, CMHDA, and CMHPC set global planning estimates for each year once the state budget is passed with a mid-year review conducted after the Governor's January Budget revise is released. Mid-course corrections can be proposed at that time. Global planning estimates and revisions must be formally approved by the governing body for each entity.

B. Contracts, Other Administrative Support

Intent: MHSOAC operates within the framework of state policy. With regards to contracts, MHSOAC makes policy decisions in the following areas: preparation of contract including scope of work, budget, selection of contractor, duration of contract, and on any other material aspect of the contract. All contracts will be developed in accordance with DMH procedures. MHSOAC reserves the right to choose the contract type to be used for its contract (Inter agency agreement, sole source, etc). MHSOAC also reserves the right to terminate a contract following appropriate procedures. MHSOAC also reserves the right to terminate a contract according to the termination provisions of the contract. The contract must be approved by all legal parties (DMH counsel, OAC counsel) before the contract can be entered into and executed by DMH or MHSOAC.

Procedures/Process: Until MHSOAC begins awarding contracts, MHSOAC designated staff meet regularly with DMH designated staff for purposes of contract coordination and monitoring. Contractor invoices are sent to MHSOAC and physically brought to these weekly meetings once they have been logged in by MHSOAC staff.

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Until such time as MHSOAC hires its own staff, DMH assists and provides administrative support to the MHSOAC in relation to the contract function by providing personnel, accounting, and other administrative functions not within the MHSOAC's current operating capacity.

C. Evaluation

Intent: According to the clearly delineated roles and responsibilities set forth in the MHSOAC, MHSOAC and DMH develop a coordinated, non-redundant, holistic, meaningful MHSOAC evaluation design and an evaluation design plan that includes review and input from both MHSOAC and DMH.

Procedures/Process: DMH has the lead in overseeing primarily internal evaluation for the purposes of compliance, quality improvement, monitoring county implementation and evaluating individual outcomes. MHSOAC has the lead in ensuring an independently designed, external evaluation designed to monitor outcomes that demonstrate progress in the overall transformation of the mental health system.

D. Local Three-Year Program and Expenditure Plan and Annual Update Principles, Guidelines, Process and Review Tools

Intent: Plan requirements will reflect consistent and collaborative principles and will describe the intended outcome of expenditures.

Procedures/Process: DMH, CMHDA, CMHPC and MHSOAC develop shared principles and priorities for each three year integrated plan. DMH prepares guidelines and/or information notices containing details for counties about how to operationalize the principles and priorities for the three year integrated plan. This is done with collaborative input from CMHDA, CMHPC and the MHSOAC. MHSOAC and DMH, by statute, take the lead regarding plan review. MHSOAC plan review activities focus on the degree to which plans are consistent with principles describing the intended outcome of the funding. DMH review activities focus primarily on the degree to which plans are consistent with guideline/information notice requirements and purpose and use of the component funding. DMH and MHSOAC together ensure the plan is linked to the community planning process and moves the county towards the five general standards of community collaboration; cultural competence; client/family driven; wellness, recovery and resilience; and integrated services. Review tools are developed in collaboration by DMH and MHSOAC. These tools are updated as needed but must be approved as to form by DMH legal and MHSOAC legal. They must also be adopted by action of the MHSOAC and by the DMH. There is one review team with shared representation from DMH and MHSOAC. Whenever possible, plan approval decisions are by consensus of the review team. In event consensus cannot be reached, MHSOAC and DMH defer the budget approval decision to the one of them who has designated budget approval authority via statutory language (MHSOAC has budget approval authority for Prevention and Early Intervention and for Innovation. DMH has budget approval authority for everything else). Once a plan is approved, DMH executes the contract. Maintenance of a "no wrong door" and information sharing policy is expected

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between DMH and MHSOAC staff if training and technical assistance is requested by counties during plan development.

E. Technical Assistance to Counties on Plan Requirements

Intent: Consistent information is provided to counties from both DMH and MHSOAC. Information sharing and consultation between MHSOAC and DMH is the norm. Procedures/Policy: Lead in communication is consistent with roles and/or approval authority.

F. Grievances and Complaints- coming from DMH workgroup of same name**G. Training and other supports-**

Intent: DMH, California Mental Health Directors Association (CMHDA), MHSOAC, the California Mental Health Planning Council (CMHPC), the California Institute for Mental Health (CIMH), and others work together regarding training and technical assistance for counties. The intent is to create a “no wrong door” approach to training and technical assistance for counties. At the same time, the entity which has the funding request approval role should have primary responsibility for coordinating with CMHDA regarding training and technical assistance with counties.

Procedure/Process: Information sharing and consultation between MHSOAC and DMH is the norm.

H. MHSOAC Committees and Meetings- Participation and Role

Intent: All entities responsible for implementation of the MHSA will work collaboratively towards that end.

Procedure/Process: DMH and MHSOAC shall have representation at all meetings designed to inform MHSA policy making.

I. MHSOAC Executive Director

Intent: The MHSOAC recruits, hires and is responsible for the on-going evaluation of its Executive Director. A majority vote of the MHSOAC is required to approve a candidate for hire. The Chair of the MHSOAC is responsible for communicating the hiring decision to the Director of the DMH. The Director of the DMH is responsible for ensuring proper civil service hiring procedures are followed by the DMH in executing the job offer per the decision of the MHSOAC.

J. Media

Intent: DMH and MHSOAC work collaboratively to insure all communication with the media is accurate and consistent with the value of providing transparency regarding implementation of the MHSA.

Procedure/Process: Information sharing and consultation between MHSOAC and DMH is the norm. Each entity makes its own autonomous decisions regarding media relations.

IV. Term

This MOU shall be effective for one year from the date of execution by all of the parties. This MOU will be reviewed annually and will be renewed on an annual basis.

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V. General Provisions

- A. This MOU may be amended at any time by written mutual consent of all parties. Any Amendments to this MOU will become effective on a designated date agreed to by all of the parties.
- B. This MOU is not in effect until signed by both parties.

Sheri Whitt
Executive Director
MHSOAC

STEPHEN MAYBERG
Director
DMH

Approved as to form:

MHSOAC legal counsel

DMH legal counsel

Date

Date